

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

AMAZIN' RAISINS INTERNATIONAL, INC.,

Plaintiff,

v.

OCEAN SPRAY CRANBERRIES, INC.,

Defendant.

Civil Action No. 1:04-cv-12679-MLW

DECLARATION OF ALANA SHARENOW, ESQ.

1. I am Senior Corporate Counsel at Ocean Spray Cranberries, Inc.
2. I have been an attorney in Ocean Spray's legal department continuously for the past 9.5 years.
3. I have expertise in intellectual property law and I have principal responsibility for managing this action on behalf of Ocean Spray.
4. I have been involved in the settlement of numerous intellectual property disputes during my tenure at Ocean Spray.
5. I have attended all substantive meetings and hearings in this case including all settlement meetings, the technical tutorial and claim construction / summary judgment hearing.
6. On March 24, 2006, I attended a settlement meeting with Ocean Spray's lead outside counsel in this action, Michael Zeliger and the principals and counsel for ARI in Washington DC in compliance with the Court's order.
7. At that meeting, Douglas Williams, who was at the time ARI's lead outside counsel, made several unequivocal remarks about the control and purpose of the ARI litigation.

8. Mr. Williams told me that Merchant & Gould had a contingent fee arrangement with ARI.

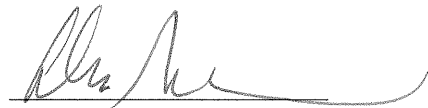
9. He also remarked that his firm had already budgeted for the resources to try this case.

10. He further said that trying case would be good training for his colleague.

11. Next he claimed that ARI had turned full settlement authority over to Merchant & Gould and that firm alone controlled the decision to settle this case or not.

12. He also predicted that Ocean Spray was paying for its defense and that the defense would be very expensive.

Signed under penalties of perjury, this 12th day of September in Middleboro,
Massachusetts.



Alana Sharenow, Esq.